

SECTION 00 73 15

GENERAL CONDITIONS
(05/2015)

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PART 1: GENERAL

1.1 ORGANIZATION AND LAYOUT

The headings in this document and in other documents of this contract are for convenience of reading only and should not be utilized to interpret the contents of the documents.

Any place in the documents of this contract where singular is used, it can also mean plural and vice versa.

1.2 DEFINITIONS

Unless stated otherwise, the term "Contracting Officer" in these documents refers to the Contracting Officer or Administrative Contracting Officer (ACO) (For the purposes of these specifications, the term "ACO" is understood to mean "Ordering Officer" or OO on Job Order Contracts (JOC); ACO's have no contractual authority on JOC contracts.

The term "Contracting Officer's Representative" (COR) refers to the Contracting Officer, Administrative Contracting Officer, or other specifically designated representative. Designation of an ACO or COR will be made in writing by the Contracting Officer and a copy of the designation provided by the ACO or COR to the Contractor, who shall keep a copy with their files.

1.3 PAYMENT

Separate payment will not be made for compliance with this specification. All costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

1.4 PERMITS AND RESPONSIBILITIES

The contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable laws, codes, and regulations in connection with the prosecution of the work. It shall be similarly responsible for all damages to persons or property that occurs as a result of the contractors fault or negligence. It shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. It shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

1.5 COMPLIANCE WITH LOCAL LABOR LAWS

The Contractor shall comply with all:

- (1) Local laws, regulations, and labor union agreements governing work hours; and
- (2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

The Contractor indemnifies and holds harmless the United States Government

from all claims arising out of the requirements of this paragraph. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

Notwithstanding the above, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

1.6 CONTRACTOR LIASON AND COMMUNICATION WITH HOST GOVERNMENT AND OTHER GOVERNMENT OFFICIALS

All communication by the Contractor with all officials, representatives and/or offices of the Host Government in all matters pertaining to the design or construction of this contract, shall be through and in full liaison with the Contracting Officer. This does not relinquish Contractor responsibility for obtaining routine items to conduct day-to-day business, such as visas, permits, and custom clearances.

The contractor is further reminded that only the Contracting Officer or their authorized representative may give the contractor direction in regards to contract interpretation. As noted in the Contracting Officers Representative (COR) designation letter, a COR may NOT modify the contract terms or conditions; this authority is reserved solely for the Contracting Officer or Administrative Contracting Officer.

1.7 IMMUNITY FROM LEGAL PROCESS

The contractor agrees to indemnify and save harmless the United States Government against all claims and suits of whatsoever nature arising under or incidental to performance of this contract by any subcontractor against the United States Government. The Contractor further agrees to waive his rights to bring suit or other legal against the United States Government, except as provided in the "Disputes" clause of this contract and in the United States Federal Statutes.

1.8 APPLICABLE LAW FOR BREACH OF CONTRACT

United States law will apply to resolve any claim of breach of this contract.

1.9 SUBMITTALS

Government approval is required for submittals with "G" designation; submittals not having a "G" are for Contractor Quality approval. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Mobilization Plan (G)	SD-01 Dust Control Plan
SD-01 Physical Security Plan	SD-01 Job Site Plan (G)
SD-01 Prevention of Environmental Pollution Plan	SD-01 Temporary Excavation / Embankment Plan (G)*
SD-01 Erosion Control Plan *	SD-01 Key Personnel (G)
SD-01 Traffic Control Plan *	SD-01 Project Sign (G)

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SD-07 Proof of Qualifications and
Experience*

SD-11 As-Built Drawings (G).
SD-11 Equipment Guaranties*

* Indicates submittals only required if they are identified in the scope of work. Confirm with COR prior to submitting.

1.10 PUBLIC RELEASE OF INFORMATION

1.10.1 Prohibition

There shall be no public release of information or photographs concerning any aspect of the materials or services relating to this solicitation, contract, purchase order, or other documents resulting therefrom without the prior written approval of the Contracting Officer.

1.10.2 Subcontracts and Purchase Orders

The Contractor agrees to insert the substance of above paragraph "Prohibition" in each subcontract and purchase order generated for this contract.

1.11 REFERENCED STANDARDS

Unless specifically called out in the specifications, Host Nation Standards shall be used for this contract. Where reference is made in the contract to Host Nation Standards, including, but not limited to those issued by the Deutsches Institut für Normung e.V. (DIN; in English, the German Institute for Standardization) and The European Committee for Standardization or Comité Européen de Normalisation (CEN) (EN Standards), including where such standards are incorporated into the contract in full text or by reference, the reference /incorporation applies only to establish a technical standard or level of performance or quality and does not create substantive rights under the contract.

All costs required to comply with these standards shall be included in the bid price, including the performance of any additional work, such as "associated" and "special" tasks. Notwithstanding any language in any standard, the requirement to provide any necessary material, item of equipment or work, rests with the contractor unless another contract provision clearly states that such will be government furnished.

When standards referenced in a specification are in conflict with each other (such as when a US Standard conflicts with a European or Host Nation standard within the same specification section), Host Nation Standard shall govern unless otherwise specified within the contract documents. A conflict does not exist when standards require separate methods or performance and both are achievable. In these situations, the contractor shall comply with both standards. This does not apply to documents with a different Order of Precedence (for example, a standard referenced in a Contract clause would have a higher order of precedence than one referenced in a specification).

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The Contractor shall make available in his site office any standard referenced in the contract specifications or used in the project design and construction.

1.12 PROHIBITED ITEMS

The following is prohibited in this construction project:

- a. Use of aluminum for electrical conductors.
- b. Embedding aluminum conduit in concrete.
- c. Use of fluorescent light ballasts and other products containing PCB's.
- d. Use of urea-formaldehyde foam insulation products.
- e. Use of any paint/coatings having a lead content of over 0.06 percent by weight of non-volatile content.
- f. Use of any ozone depleting chemicals
- g. Use of zinc-chromate
- h. Use of materials containing asbestos

The Contractor shall submit only materials, equipment, or systems for approval that have been in service/manufacture for at least two (2) years.

1.13 PROPRIETARY NAMES

Unless specifically identified in the contract as a Sole Source Item, manufacturer's proprietary names indicated for colors, textures and patterns of materials are for the purpose of color, texture and pattern selection only. Other materials are acceptable provided they closely approximate colors, textures and patterns indicated. Any substitutions must conform to all other requirements and must be approved by the Contracting Officer.

1.14 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants identified in the Contractor's proposal shall be limited to individuals or firms that were specifically identified in the proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for any designated in-house personnel, subcontractors, associates, or consultants.

1.15 ENGLISH SPEAKING REPRESENTATIVE

At all times when any performance of the work at the site is being conducted by any member of the Contractor or its subcontractors, the Contractor shall have a representative present on the site who is capable of explaining the work operations and receiving instructions in the English language. The Contracting Officer shall have the right to determine, without appeal of such decision, whether the proposed representative has sufficient technical and linguistic capabilities, and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer.

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1.16 SUBMITTAL OF PROOF OF QUALIFICATIONS AND EXPERIENCE

Where qualifications or experience requirements are set forth in the specifications with respect to equipment and equipment installers, written proof of such qualifications or experience must be provided within thirty (30) calendar days after contract award, and before placing any order for equipment or before dispatching equipment installers to the project site.

1.17 NO WAIVER BY GOVERNMENT

The failure of the Government, in any one or more instances, to insist upon the strict performance of any of the terms of this contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

1.18 CONTRACTOR LIAISON WITH HOST GOVERNMENT

All communication by the Contractor with all officials, representatives and/or offices of the Host Government in all matters pertaining to the design or construction of this contract, shall be through and in full liaison with the Contracting Officer. This does not relinquish Contractor responsibility for obtaining routine items to conduct day-to-day business, such as visas, permits, and custom clearances.

1.19 GENERAL SECURITY REQUIREMENTS

1.19.1 Access Guidelines

The Contractor shall be responsible for adhering to all guidelines established by the installation, local authorities, and the security office for access to the installation and/or work site and will be responsible for the daily access of their personnel and subcontractor workers. Delays due to difficulty in access onto the installation will not be justification for time or monetary compensation from the Government.

The Contractor is cautioned to review any Additional Security Guidelines specified elsewhere in this contract for more stringent requirements or specific access conditions.

1.19.2 Contractor Employee Base Access

The Contractor shall be responsible for obtaining installation access for both its employees and any subcontractor employees, and ensuring they remain qualified for base access. The Contractor must maintain access throughout contract performance.

1.19.3 Responsibility for Physical Security

The contract price shall include an amount sufficient to cover all security measures based on local conditions and as required by the Government and as

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directed by the Contracting Officer throughout the duration of the contract. Prior to mobilization, the Contractor shall submit his proposed means of providing security as defined hereinafter.

- a. The Contractor shall be responsible for physical security of all construction materials, supplies, and equipment of every description (including property which may be Government furnished or owned) provided and/or utilized in the execution of this contract.
- b. Adequate outside security lighting shall be provided at the Contractor's temporary facilities.
- c. Contractor's personnel shall assure that all equipment is de-energized and stored in designated storage areas together with supplies upon completion of work. When buildings are unoccupied, lights, water outlets and blowers shall be turned off and windows closed and locked on a floor-to-floor basis as work progresses, followed by locking of all exterior doors upon completion of work. Keys to buildings shall be deposited with the pertinent installation or building duty officer. The Contractor shall be responsible for any losses or damages arising from their failure to secure buildings during and after working hours.
- d. The Contractor shall be responsible in the event of theft by their personnel of Government property or personal property of Government personnel, civilian or military. All lost or misplaced articles found by their employees shall be turned in to the COR.

1.19.4 Access to Operational Areas

Contractor personnel are expressly prohibited and shall be restricted from entering operational buildings or areas without the specific authorization of the COR. To perform work, where "security escorts" are required for access to a facility, the Contractor shall coordinate with the Contracting Officer for access to such facilities.

1.19.5 Employment

Should the continued employment of any person in connection with this contract, or any subcontract hereunder, be deemed by the Contracting Officer to be prejudicial to the interests of the Government, that person shall immediately be removed from the work site. In this connection the Contractor agrees that:

- a. Cases which may involve disciplinary action against such persons, or the necessity of reassignment or termination of their services, shall be investigated, processed, reported and disposed of, as directed by the Contracting Officer.
- b. Employment contracts of all persons employed in connection with this contract, or any subcontract hereunder shall include clauses containing the substance of this clause.

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1.19.6 Compliance

Compliance with the foregoing provisions of this clause by subcontractors shall be the responsibility of the Contractor.

1.20 EXPERIENCE AND QUALIFICATIONS OF PERSONNEL

Notwithstanding any other contractual requirements, all key personnel associated with this project shall be fluent in and be able to conduct communications in the English language; able to speak, read, write, and understand the directions of the Contracting Officer or their designated representatives. Additionally, they shall be able to communicate to site workers and other subordinates in their native language(s). Key personnel are defined as the Site Safety and Health Officer, all Quality Control Personnel, the Site Superintendent, Project Manager, and any other personnel required to communicate with the government on a recurring basis.

When qualifications of key personnel referenced in other sections require experience or "related experience", the experience must be on projects of the same type and nature as the work identified in the project scope of work, and be on contracts with the government of the United States of America, either with the US Army Corps of Engineers or Department of Defense agencies. References and experience must be sufficiently detailed to allow for verification of experience. The Contracting Officer shall have final authority on determining the relevance of any experience submitted. Any individual found to not be in compliance with this paragraph shall be subject to removal by the Contracting Officer.

1.21 COMMERCIAL POWER INTERRUPTIONS

Commercial power interruptions are anticipated during the construction period. In the event of commercial power interruptions, the Contractor shall provide back-up power if they deem necessary, at no additional cost to the U.S. Government. No time extension, however, will be allowed because of commercial power interruptions.

1.22 EQUIPMENT GUARANTEES

When a completed facility is transferred to the User and the facility has equipment installed which is covered by a guarantee, the Contractor shall furnish to the COR the following information:

- a. Contract number and a list of all items of equipment, properly identified, that are covered by a guarantee period under the terms and conditions of the contract, including make and model numbers.
- b. A copy of all manufacturer's or vendor's guarantee documents.
- c. The dates during which the Contractor's guarantee is in effect under the identified individual section and paragraph of the contract specifications for each item of equipment on the list (indicating for

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each item the date of acceptance for the beginning of the guarantee period, either for beneficial use or final acceptance, whichever is earlier, and the expiration date of the guarantee period).

- d. Name of an authorized representative of the Contractor with complete address and telephone number; and the names, addresses and telephone numbers of all subcontractors and/or equipment suppliers or manufacturers specifically designated in writing by the Contractor for direct contact by the COR for implementing the guarantee after transfer of the equipment.

The performance security guarantee will not be returned until all implementing equipment guarantees are delivered.

1.23 AS-BUILT DRAWINGS

1.23.1 General

The Contractor shall receive the final solicitation drawings in electronic format. These drawings shall be the basis for the working as-built drawings. Drawings furnished to the Contractor in electronic format are compatible with the most recent version of AutoCAD and/or Microstation without the use of any third party applications, or data conversion or translation.

The working as-built drawings shall be print sets taken from the contract drawings. They are kept at the construction site for mark-up by the Contractor to record all as-built conditions. Once approved by the Government, the information recorded as the working as-built drawings shall be transferred to the final as-built drawings.

The final as-built drawing submittal shall consist of the following:

- a. Two (2) complete copies of the CADD drawing files including all reference files on separate compact or DVD discs.
- b. Two (2) sets of final as-built full-size prints.
- c. Two (2) sets of final as-built half-size prints.
- d. One (1) set of approved working as-built prints.

Drawings and specifications shall be bound and labeled like the original contract documents.

1.23.2 Working As-Built Drawings

The working as-built drawing prints and working as-built drawing CADD files shall be revised and updated continuously to show the as-built conditions during the progression of the project. Changes from the contract plans which are made in the work or additional information discovered or provided in the course of construction shall be accurately and neatly recorded as changes or additions to the original contract drawings.

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- a. Where contract drawings or specifications allow options, only the option(s) selected for construction shall be shown on the as-built drawings.
- b. Shop drawings containing as-built information shall be incorporated into the working as-built drawings. This additional information may be added to an existing working as-built drawing or may require the addition of a new drawing to the working as-built drawing set.

The working as-built marked prints will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each pay estimate. If the Contractor fails to maintain the working as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings and will continue the monthly deduction until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of the updated drawings.

1.23.3 Final As-Built Drawings

The final as-built drawings shall be the final record of construction as installed and completed by the Contractor and as indicated on the working as-built drawings. All changes, variations and/or required additions to the contract drawings shall be included. In the event the Contractor accomplishes additional work which changes the as-built conditions of the facility after submission of the final as-built drawings, the Contractor shall furnish revised and/or additional drawings as required to depict as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings included in the original submission.

1.23.4 Execution and Review

The Contractor shall mark up two (2) sets of paper prints by the red-line process to show the as-built conditions. The as-built marked prints shall be kept current on a weekly basis and available on the jobsite at all times. The Contractor shall maintain current CADD drawing files to reflect all changes recorded on the working as-built drawings.

One set of the working as-built drawings, one copy of the working as-built CADD files on compact or DVD disc, and one set of prints of the working as-built CADD drawings shall be delivered to the Contracting Officer for review and approval 30 days prior to scheduling of the final inspection. Final inspection will not be scheduled by the Contracting Officer until working as-built drawings have been received. After completion of the final inspection the Government will return the copy of the working as-built drawings for corrections. The Contractor shall complete the corrections and return the working as-built drawings to the Contracting Officer within ten (10) calendar days. Upon approval, the corrected working as-built drawings will be returned to the Contractor for use in preparation of the final as-built drawings.

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After receipt of the approved as-built working drawings, the Contractor shall revise the CADD drawings to reflect the as-built changes to match the approved working as-built drawings.

The Contractor shall have 30 days after final approval of the working as-built drawings to complete and provide the final as-built drawings submittal.

When the scope of work for the project includes phased completion, as-built drawings shall be provided within the timeframes established herein for each phase. As-built drawings submitted for one phase do not need to be resubmitted for subsequent phases.

1.23.5 Computer Aided Design and Drafting (CADD) Drawings

When final revisions have been completed, each drawing shall be lettered with the words "DRAWING OF WORK AS-BUILT" in letters at least 3/16" high placed below the title block between the border and the trim line. The date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest existing revision notation.

The Contractor shall furnish final as-built construction drawings, including modifications thereto, 30 days after transfer of the completed facility.

The performance security (i.e. the Bank Letter of Guarantee) will not be returned until the final as-built drawings are delivered.

1.24 CORRESPONDENCE AND LANGUAGE

1.24.1 Correspondence in the English Language

In addition to FAR 52.214-34, it shall be the responsibility of the Contractor to prepare proposals and all documents related to this contract, to include, change orders, shop drawings and submittals, quality control reports, computations, and all correspondence, in the English language. In the event of disputes or litigation arising out of performance of this contract, the contractor will provide English language translations of any documents that are provided to the Government in support of the contractor's position or any documents pertinent to the dispute that are requested by the Government. For the purposes of this paragraph, pertinent means any documents that would normally be considered to be within the scope of discovery in an ASBCA or court proceeding concerning the dispute. The term 'documents' includes electronic documents including but not limited to email and includes documents generated by subcontractors or suppliers.

In the event a dispute results in litigation, including actions at the ASBCA or actions in U.S. courts, the contractor will be responsible for providing translations of any documents that are within the scope of a discovery request filed by the U.S. Government and for providing certified translations upon request by the U.S. Government.

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1.24.2 Required Acknowledgement

The contractor shall acknowledge receipt of any correspondence, to include letters and e-mails, as requested by the government. This may consist of either signing copies of documents or replying to e-mails. Specific instructions shall be provided by the Contracting Officer's Representative

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

3.1 CONTRACTOR RESPONSIBILITY

3.1.1 Protective Measures

The Contractor shall be responsible for protective measures during construction and shall provide barricades and protective signs in both the English and host nation languages for the safety of building inhabitants and passers-by. For inside work, the Contractor shall protect floors, furniture, and furnishings, appliances, other objects and structural parts against soiling or damage, by using drop cloths or other suitable coverings.

If specifically stated elsewhere in this contract, the Contractor shall be responsible for removal of furnishings (including furniture, carpets and drapes) and equipment (such as machines which are in addition to equipment which forms part of integral building systems requiring work under the contract) as required for preparation of work areas, and the reinstallation thereof. The Contractor shall replace furnishings and equipment at their original locations upon completion of the work. If not specifically stated elsewhere in this contract to be the Contractor's responsibility, furnishings and equipment as described above required to be removed for preparation of work areas, and the reinstallation thereof, shall be the responsibility of Government forces.

Repair of damages to personal property, buildings, vehicles, ground or other Government property caused directly or indirectly by their personnel shall be the Contractor's responsibility and shall be repaired or replaced at the Contractor's expense.

3.1.2 Contractor's Supervision

The Contractor shall provide adequate supervision of all employees to ensure complete and satisfactory performance of all work required in accordance with the specifications and terms of the contract. The Contractor shall be at the site of the work whenever services are being performed to receive instructions from the Contracting Officer.

3.2 MOBILIZATION PLAN

The Contractor shall submit a mobilization plan within two weeks of contract award. This mobilization plan must describe:

- Fencing, gates and doors
- Storage and working areas
- Material and tool storage structures and locations
- Sanitary and personnel containers
- Connected loads in kW
- Site lighting plan
- Parking spaces for employees (inside the construction fence if possible)
- Other, specific installations and systems

3.3 CONTRACT DRAWINGS AND SPECIFICATIONS

Upon award, the contractor shall provide printed, hard copies of the following documents to the Contracting Officers Representative:

- a. One (1) full-size set of the awarded drawings
- b. Two (2) half-size sets of the awarded drawings
- c. Two (2) sets of the awarded contract specifications printed double-sided.
- d. Two (2) copies of all amendments, including attachments
- e. Two (2) copies of all other award documents
- f. One (1) copy of all of the above documents in electronic format

3.4 PERMISSION TO EXCAVATE

Before excavation begins, the Contractor shall obtain all necessary permits in addition to written permission to excavate from the appropriate installation or local authority having jurisdiction.

The contractor remains responsible for identifying and confirming the location of all utilities prior to performing any excavation and shall be responsible for repairing any damages to utilities caused by their construction activities at no additional cost to the government.

Additional requirements are specified elsewhere in the contract, including but not limited to the contract clauses and Section 01 35 26 SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS.

3.5 UTILITY SERVICE INTERRUPTIONS

3.5.1 Written Approval

The Contractor shall be responsible for coordination with appropriate utility companies and installation representatives to obtain all necessary permits and approvals for utility service interruptions. If, as a condition of approval, outages are required to be limited to weekends, holidays, or non-standard work hours, the Contractor shall perform the work during the time designated.

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Additionally, the Contractor shall submit written notification to the Contracting Officer not less than 15 calendar days in advance of each interruption for each utility and or communication service to or within existing buildings and facilities being used. As a minimum, the request should include the location of the outage, utilities being affected, duration of outage and any necessary sketches. No single outage will exceed 4 hours unless approved in writing by the Contracting Officer.

3.5.2 Pre-Outage Coordination Meeting

Special requirements for electrical outage requests are contained in Section 01 35 26 SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS. Once approved, and prior to beginning work on the utility system requiring shut down, the Contractor shall attend a pre-outage coordination meeting with the Contracting Officer, installation representative, and utility company representative to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

3.6 CONTRACTOR SITE FACILITIES

The Contractor shall provide, at its own expense, all facilities as may be necessary for the purposes of construction work. The location, construction, maintenance, operation and removal of the Contractor's buildings, shops, storage areas and other facilities at the project site shall be subject to the approval of the Contracting Officer. The Contractor shall maintain a temporary on-site office which will provide project files and drawings, telephone service and space for the Contracting Officer to conduct on-site meetings with the Contractor. Adequate break room and a portable toilet facility shall be furnished by the Contractor for use by contract personnel, and will be the Contractor's responsibility to maintain in a sanitary condition.

The Contractor will be permitted to use the designated area within the contract limits for operation of their construction equipment and plants, shops, warehouses, and offices. The Contractor is responsible for obtaining any required additional mobilization above that designated. The Contractor will conduct delivery and storage area of materials in an area approved by the Contracting Officer in writing. If a road must be blocked, or any additional area is required during construction, this must be coordinated with the Contracting Officer at least ten calendar days in advance. On completion of the contract, all facilities shall be removed from the mobilization area by the Contractor and shall be disposed of in accordance with the applicable host nation laws and regulations. The site shall be cleared of construction debris and other materials and the area restored to its final grade.

The Contractor shall provide, at its own expense, such temporary heating or cooling as may be necessary for their office and personnel, or for the purposes of construction work. Any temporary type of heating or cooling provided shall conform to all applicable safety requirements and will be

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subject to the approval of the Contracting Officer.

Contractor shall insure that grounds within the contract boundaries are maintained according to the installation standards and that grass is regularly mowed to the satisfaction of the Contracting Officer.

A screen type fence is required to be erected around the job site before construction begins. Fence shall be removed at the end of the contract and shall remain the property of the Contractor.

3.6.1 Availability and Use of Utility Services

In addition to the requirements of FAR 52.236-14, the water and electricity required for performance of the work will be supplied only where available, and only in reasonable quantities for purposes of the work. The contractor is responsible for making all necessary evaluations prior to bid as to the availability of utility services.

Connection to the sources of water and electricity and bringing them to the work location shall be done by the contractor at his own expense. Preliminary coordination must be accomplished with the COR.

The COR is not responsible for water or electrical stoppage and the contractor has the responsibility to make prior proper arrangements at his own expense for independent supply (water storage, generators, etc.) in the event of stoppage in the supply of water and electricity. The price of the work shall not be dependent on the arrangements required for supply of water and electricity

3.6.2 Storage Areas

All materials, equipment, and supplies shall be stored in accordance with manufacturer's regulations, EM385-1-1, and all federal, state, and local codes. In the event of conflicts between regulations, the most stringent shall govern. Materials which are stored out-of-doors shall be adequately protected. Unless specifically authorized by the government, no materials may be stored in open areas exposed to the elements.

The Contracting Officer may direct the removal of any items which are stored improperly. If the government allows for payment of stored materials, no payment shall be allowed for materials, equipment, or supplies which are improperly stored. Additionally, the government may withhold sufficient funds from pay requests to provide for the repair or replacement of materials, equipment, or supplies which have been improperly stored and installed.

3.6.3 Trash Disposal

All waste material shall be the property and responsibility of the Contractor. The Contractor shall be responsible for collection and disposal of trash from the work areas and from the mobilization area in a manner

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complying with all local laws. The Contractor shall locate temporary trash collection containers in compliance with the contract documents and installation procedures. The Contractor shall include in the contract price the cost, fees and permits required for the removal, transportation and disposal of materials.

3.6.4 Removal of Construction Debris

Excess soil materials generated during the course of this project must be removed from the site and disposed of in accordance with local and host nation requirements. It is the responsibility of the Contractor to continually remove digging and gravel-like litter from soil work to an authorized dump. It is prohibited to allow dig material and litter to pile up in the area of the construction site.

Non-soil debris shall be removed from the site and disposed of at an approved dump site at the Contractors expense unless otherwise noted in the specifications.

3.6.5 Additional Requirements.

The Contractor shall be responsible for coordinating use of existing roads as haul routes with the host nation Government and local authorities. Construction, and routing of new haul routes, and/or upgrading of existing roads to carry anticipated construction traffic shall be coordinated with the host Government and local authorities and is the sole responsibility of the Contractor. It shall be the Contractor's responsibility to obtain such local authorizations, permits, and licenses necessary to establish quarry operations, batching operations, and haul routes.

3.7 ENVIRONMENTAL PROTECTION

3.7.1 General

The Contractor shall be responsible for providing a plan for the prevention of environmental pollution during and as the result of construction operations under this contract. During the Preconstruction Conference, the Contractor will meet with the Contracting Officer to develop an understanding of the environmental pollution control program. The environmental protection plan shall include, but shall not be limited to, the following:

- a. A list of host nation and local laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations and permits
- b. Methods for protection of features to be preserved within authorized work areas like trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological, and cultural resources.

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- c. Procedures to be implemented to provide the required environmental protection, to comply with the applicable laws and regulations, and to correct pollution due to accident, natural causes or failure to follow the procedures of the environmental protection plan.
- d. Location of the solid waste disposal area.
- e. Drawings showing locations of any proposed temporary excavations and embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- f. Environmental monitoring plans for the job site, including land, water, area, and noise monitoring.
- g. Traffic control plan including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather, and the amount of mud transported onto paved public roads by vehicle or runoff.
- h. Methods of protecting surface and ground water during construction activities.
- i. Plan showing the proposed activity in each portion of the work area and identifying the areas of limited use or nonuse, including borrow areas, if any, located on government property. No warranty is made as to the availability of any borrow area on government property. Plan should include measures for marking the limits of use areas.
- j. A recycling and waste prevention plan with a list of measures to reduce consumption of energy and natural resources; for example - the possibility to shred fallen trees and use them as mulch shall be considered as an alternative to burning or burial.
- k. A settling pond removal plan 120 days prior to removal work. The plan shall include the method of removing and testing of the collected sediment.
- l. Training for Contractor's personnel during the construction period.

3.7.2 Protection of Land Resources

The land resources outside the limits of permanent work shall be preserved in its present condition or restored to its original condition after completion of construction. The Contractor shall confine construction activities to areas defined by the plans or specifications.

- a. Prevention of Landscape Defacement. Except in areas shown on plans or specified to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without the approval of the Contracting Officer. Survey monuments and markers shall be

protected before operations in the vicinity of the survey markers.

- b. Restoration of Landscape Damage. Any landscape feature damaged by the Contractor's operations shall be restored to its original condition at the Contractor's expense. The Contracting Officer will decide what method of restoration shall be used.
- c. Temporary Excavation and Embankments. If the Contractor proposes to construct temporary roads or embankments and excavations for plant and/or work areas, the Contractor shall submit for approval the following at least seven (7) calendar days prior to scheduled start of such temporary work:
 - A layout of all temporary roads, excavations, and embankments to be constructed within the work area.
 - Details of the completed borrow excavations.
- d. Post-Construction Cleanup. The Contractor shall remove all signs of temporary construction such as haul roads, work areas, structures, foundations of temporary structures and stockpiles of materials.
- e. Weather Protection. All open excavation shall be protected/covered. Care shall be taken to maintain open excavations only during installation and testing of piping, foundations, or other features. The Contractor shall be responsible for providing temporary drainage and/or pumping equipment necessary to keep excavations in a dewatered condition as necessary. Provisions shall be made to protect excavations from collapse and erosion, and to ensure that runoff or discharge of water from excavations is properly channeled and disposed of to prevent sedimentation or pollution of streams, drainage systems, or nearby property.

3.7.3 Protection of Water Resources

The Contractor shall not pollute streams or drainage courses with fuels, oils, bitumens, calcium chloride acids, construction wastes, or other harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable local laws and directives concerning pollution. All work shall be performed so that objectionable conditions will not be created.

- a. Erosion Control. Prior to start of construction, the Contractor shall submit a plan for approval of the Contracting Officer showing their procedures for controlling erosion and disposal of waste. Fills and waste areas shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams and reservoirs.
- b. Spillage. Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides and insecticides, and cement from contaminating soil and ground water or from entering streams.

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- c. Disposal. Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., shall be subject to the approval of the Contracting Officer. Ground which has been contaminated by Contractor activities shall be excavated, disposed of as directed by the COR, and replaced with suitable fill material, compacted and finished with top soil all at the expense of the Contractor.
- d. Washing of Vehicles. Contractors and their subcontractors and suppliers shall not wash any vehicles, to include the cleaning/emptying of concrete mix trucks on the installation.

3.8 DISPOSITION OF MATERIAL

3.8.1 Turn-In Salvage Material

The Contractor shall be responsible for salvage. Salvageable materials will be so designated by the U.S. or local authorities. All material to be removed from the installation is subject to approval of the local installation commander.

All dismantled materials indicated for turn-in by the specification or as directed by the Contracting Officer shall be enumerated in a roster prepared by the Contractor and such materials shall be turned in at a location selected by the Contracting Officer. The Contractor shall obtain a hand receipt for the materials turned in. Turn-in times shall be as directed by the Contracting Officer.

3.8.2 Title to Materials

Unless indicated otherwise, all materials and equipment removed and not reused or salvaged, shall become the property of the Contractor and shall be removed from Government property. The Government will not be responsible for the condition or loss of, or damage to, such property after contract award. Showing for sale or selling materials and equipment on site is prohibited.

3.9 ROAD MAINTENANCE AND TRAFFIC CONTROL

The Contractor shall at all times coordinate the work under this contract with the authorities having jurisdiction over the streets and he shall be responsible for obtaining approval by the local authorities.

The safety and convenience of both the motorist and pedestrians traveling on existing streets in the vicinity of this project shall be an important function of this contract and shall be so regarded by the Contractor. The Contractor shall provide detours, barricades, warning signs, directional signs, warning lights, and flag persons during the performance of the work under this contract. When their use is no longer required, detours, barricades, signs, and flasher lights shall be removed and their locations restored to their original condition or, where new work has been performed

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under this contract, to a condition matching the adjacent surfaces. Removal of curbing and construction of temporary roadways may be necessary to maintain the required traffic flow conditions.

Traffic control or street name sign posts adjacent to construction work sites shall be protected from damage. If relocation or removal of such signs is necessary, the Contractor shall coordinate with the local authorities. A minimum of seven (7) days notification is required. Upon completion of the project, all signs and pavement markings relocated or removed shall be replaced before the street is open to traffic. The Contractor will repair any sign, pavement marking or support damaged by the construction activity.

Vehicular access to facilities located on streets or roads requiring work under this contract shall not be denied to anyone during the duration of this project. The provisions of this subparagraph do not require vehicular access from the streets or roads in front of facilities, but may be provided from the side streets. The Contractor shall provide individual signage and directional instructions to direct patrons to specific facilities as required by the Contracting Officer.

Traffic should not be allowed to cross the road crossing construction areas until after the excavation is backfilled, compacted to grade, and either final bituminous hot-mix (wearing) surfacing is complete, or a temporary cold-mix wearing surface has been satisfactorily constructed. Final pavement replacement shall be in accordance with the contract drawings and as specified.

A traffic control plan should be submitted and approved at least 14 days prior to initiating construction in each area or phase. The sequence of construction shall be as approved in this plan. The Contractor shall complete all work affecting traffic in one area prior to moving to the next area. Street crossings indicated on the drawings shall be maintained with a minimum of one open lane at all times.

The Contractor shall be responsible for the upkeep of the entire road system within the construction area from the main road to the project work areas. The roads shall be kept in good driving condition for the life of the contract. Any damage or accelerated deterioration of existing roads will be the responsibility of the Contractor to repair/ maintain. The Contractor must restore such roads to their pre-construction conditions.

All traffic control shall comply with the requirements of the US Army Corps of Engineers SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1), latest edition and with the Contractor's Quality Control program.

3.10 DUST CONTROL

In order to prevent and to provide control of pollution arising from the construction activities during the performance of this contract, the Contractor and his subcontractors shall comply with all applicable host

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nation and local laws and regulations concerning environmental pollution control and abatement, and all applicable provisions of the US Army Corps of Engineers SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1), latest edition as well as the specific requirements stated in this section and elsewhere in the contract specifications. Compliance with the provisions of this section by subcontractors shall be the responsibility of the Contractor.

3.10.1 Requirements

The Contractor shall provide all labor, materials and equipment and perform all work required for the control and prevention of fugitive dust during and as the result of construction operations under this contract. Fugitive is defined as the generation of solid particles by the forces of wind or machinery acting upon exposed materials. The Contractor shall prevent fugitive dust from adversely affecting human health or welfare; unfavorably altering ecological balances of importance to human life; affecting other species of importance to man; or degrading the utility of the environment for aesthetic and recreational purposes. Furthermore, the Contractor shall control dust, mud and/or debris on public roads and minimize dust pollution within newly constructed or renovated facilities.

3.10.2 Submittal Requirements

Prior to commencement of the work, the Contractor shall submit for approval his plan in writing a proposal to the Contracting Officer for implementing the provisions of this section for fugitive dust control. The Contractor shall address by submittal the plans to prevent and control fugitive dust through specific mitigation and preventative measures. The effectiveness of the dust control program shall be periodically checked and reviewed. Revisions to the dust control plan shall be submitted to the Contracting Officer as changes are necessary during the duration of this contract.

3.10.3 Reporting Requirements

The Contractor shall, on his daily Quality Control Report indicate dust control measures taken, control methods utilized, products used, application rates, inspections performed, identifying treated area, operator, date, and time of treatment.

3.10.4 Minimum Precautions

Control techniques for fugitive dust sources may include, but are not limited to, watering, chemical treatment, light bituminous treatment, or reduction of surface wind speed with wind breaks or source enclosures, the elimination of mud and dirt carry-out onto paved roads at construction sites, or clean-up of spillage on paved or unpaved travel surfaces and clean-up of materials spillage at transfer points. The methods utilized shall be appropriate for the size and scope of the fugitive dust source. Methods and controls shall not have adverse effects on plant and animal life, or contaminate the treated material.

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Methods shall be repeated at such intervals as to keep all parts of the disturbed area treated at all times, and the Contractor shall have sufficient competent equipment on the job to accomplish control techniques. Products shall provide a method to reduce dust-related environmental concerns and aid in complying with applicable regulations.

Products shall not in any form produce any adverse environmental effects through their use and shall provide an effective, clean, safe control of dust protection against soil erosion.

The Contractor shall take the following minimum precautions:

- a. Demolition - Dust resulting from demolition shall be controlled to prevent the spread of dust to occupied portions of the construction site and to avoid creation of a nuisance in the surrounding area. The use of water, oil, or chemical treatment for control of dust in the demolition of structures, in construction operations, in work performed on a road, parking area, or in the clearing of land is required.
- b. Stockpiles - The Contractor shall apply water or other approved suitable chemicals or materials, or cover material stockpiles and other surfaces which can create dust.
- c. Transportation - Complete covering of materials hauled from the construction site in open-bed vehicles is required. Application of water, suitable chemicals, or maintaining a minimum 300 mm free-board space shall be required if covering is inadequate.
- d. Off-Site Tracking - Dust control shall be performed as the work proceeds to minimize vehicle off-site tracking of sediment and generation of dust. Every effort shall be made to keep vehicles from tracking soils from the construction site. Dust generation shall be controlled by sprinkling, chemical treatment, light bituminous treatment, or similar approved methods.
- e. Access Roads and Parking Lots. - In addition to preventative techniques, the removal of soil or other materials shall be performed by mechanical sweepers or their equivalent.

3.10.5 Training

During the construction period the Contractor shall conduct frequent training courses for his maintenance personnel. The curricula shall include methods of dust control, familiarity with pollution standards, and care of controls and measures to prevent and correct fugitive dust pollution.

3.10.6 Maintenance

The Contractor shall maintain all facilities constructed for pollution control under this contract as long as the operations creating the

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particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

The Contractor shall furnish daily services for the temporary control measures at the project site and perform any required maintenance as deemed necessary by and to the satisfaction of the Contracting Officer during the entire life of the contract. Services shall be performed at such a time and in such a manner to least interfere with the operations.

3.11 USE OF EXPLOSIVE MATERIALS

Use of explosive materials in the context of the work defined in this contract is strictly prohibited.

3.12 BURNING

Burning will not be permitted.

3.13 PROJECT SIGNS

On commencement of work on this project, the Contractor shall furnish and erect the following temporary signs in locations selected by the Contracting Officer near the project site. The Contractor shall maintain the signs in good condition throughout the project construction period and on completion of the project shall remove the above signs from the premises:

- a. Safety Sign. This sign shall conform to the requirements of Standard Drawing Safety sign.
- b. Project Sign. This sign shall conform to Standard Drawing Project Sign.

The Government will provide templates of the required above signs at the pre-construction meeting.

3.14 WARRANTY CALLS

If this project includes any warranty period, the contractor shall provide the names of at least two authorized representatives of the Contractor with complete address and telephone numbers (both a mobile phone and fixed phone number for each of the representatives). These representatives will be contacted in case of a warranty call, and must be available for emergency calls 24 hrs/day and 7 days/week. Separate representatives may be provided for different types of equipment.

Once a warranty call is made, the contractor shall investigate and promptly perform any required actions. Normal repairs shall be completed within 24-48 hrs and emergency calls shall be responded to within 4 hours.

-- End of Section --